UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Northern Division

BLANKA P. CEDILLOS-GUEVARA, et al. Plaintiffs, v. MAYFLOWER TEXTILE SERVICES CO., et al. Defendants.	Civil Action No. 1:14-cv-00196-GLR

ANSWER

Defendants Service Industry Solutions, Inc. ("SIS") and Andrey Gustov ("Gustov"), by counsel and pursuant to Rule 12 of the Federal Rules of Civil Procedure ("Rules"), respectfully state as follows for their Answer to the First Amended Complaint ("Complaint"):

1. The allegations in paragraph 1 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

2. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 2 and, therefore, deny the same. The remaining allegations in paragraph 2 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

3. The allegations in paragraph 3 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

4. The allegations in paragraph 4 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

5. The allegations in paragraph 5 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

6. SIS and Gustov are without sufficient information regarding the allegations in paragraph 6 and, therefore, deny the same.

7. SIS and Gustov admit that plaintiff Corina Chica Rodriguez was previously employed by one or more defendants. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 7 and, therefore, deny the same.

8. SIS and Gustov are without sufficient information regarding the allegations in paragraph 8 and, therefore, deny the same.

9. SIS and Gustov are without sufficient information regarding the allegations in paragraph 9 and, therefore, deny the same.

10. The allegations in the first sentence of paragraph 10 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same. SIS and Gustov are without sufficient information regarding whether Exhibits A through D constitute genuine and authentic consent forms and, therefore, deny the same.

11. On information and belief, SIS and Gustov admit that Mayflower Textile Services Company ("Mayflower") is a Maryland corporation with a place of business in Maryland. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 11, which constitute conclusions of law to which no answer is required, and, therefore, deny the same.

12. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 12 and, therefore, deny the same. SIS and Gustov are without

sufficient information regarding the remaining allegations in paragraph 12, which constitute conclusions of law to which no answer is required, and, therefore, deny the same.

13. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 13 and, therefore, deny the same. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 13, which constitute conclusions of law to which no answer is required, and, therefore, deny the same.

14. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 14 and, therefore, deny the same. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 14, which constitute conclusions of law to which no answer is required, and, therefore, deny the same.

15. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 15 and, therefore, deny the same. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 15, which constitute conclusions of law to which no answer is required, and, therefore, deny the same.

16. SIS and Gustov admit SIS is a Maryland corporation with a place of business in Maryland. The remaining allegations in paragraph 16 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

17. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 17 and, therefore, deny the same. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 17, which constitute conclusions of law to which no answer is required, and, therefore, deny the same.

18. SIS and Gustov admit First Management, Inc. ("FM") is a Maryland corporation with a place of business in Maryland. The remaining allegations in paragraph 18 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

19. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 19 and, therefore, deny the same. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 19, which constitute conclusions of law to which no answer is required, and, therefore, deny the same.

20. SIS and Gustov admit Mukul H. Mehta is an individual who does business in Maryland. SIS and Gustov are without sufficient information regarding the remaining allegations in the first sentence of paragraph 20, which constitute conclusions of law to which no answer is required, and, therefore, deny the same. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 20 and, therefore, deny the same.

21. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 21, which constitute conclusions of law to which no answer is required, and, therefore, deny the same. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 21 and, therefore, deny the same.

22. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 22, which constitute conclusions of law to which no answer is required, and, therefore, deny the same. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 22 and, therefore, deny the same.

23. SIS and Gustov admit Gustov is an individual who does business in Maryland. The remaining allegations in the first sentence of paragraph 23 constitute conclusions of law to which no answer is required, and, therefore, SIS and Gustov deny the same. SIS and Gustov

admit Gustov has an ownership interest in FM. SIS and Gustov deny the remaining allegations in paragraph 23.

24. Denied.

25. The allegations in paragraph 25 constitute conclusions of law to which no answer is required, and, therefore, SIS and Gustov deny the same.

26. The allegations in paragraph 26 constitute conclusions of law, not allegations of fact and, therefore, SIS and Gustov deny the same.

27. The allegations in paragraph 27 constitute conclusions of law to which no answer is required, and, therefore, SIS and Gustov deny the same.

28. SIS and Gustov are without sufficient information regarding the allegations in paragraph 28 and, therefore, deny the same.

29. SIS and Gustov are without sufficient information regarding the allegations in paragraph 29 and, therefore, deny the same.

30. SIS and Gustov admit Mayflower operates a laundry facility located at 2601 Lexington Street, Baltimore, Maryland 21223. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 30 and, therefore, deny the same.

31. SIS and Gustov admit the laundry facility Mayflower operates at 2601 Lexington Street, Baltimore, Maryland 21223 launders a variety of products. SIS and Gustov deny that they own and operate this laundry facility. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 31 and, therefore, deny the same.

32. SIS and Gustov are without sufficient information regarding the allegations in paragraph 32 and, therefore, deny the same.

33. SIS and Gustov are without sufficient information regarding the allegations in paragraph 33 and, therefore, deny the same.

34. SIS and Gustov are without sufficient information regarding the allegations in paragraph 34 and, therefore, deny the same.

35. SIS and Gustov are without sufficient information regarding the allegations in paragraph 35 and, therefore, deny the same.

36. SIS and Gustov are without sufficient information regarding the allegations in paragraph 36 and, therefore, deny the same.

37. SIS and Gustov are without sufficient information regarding the allegations in paragraph 37 and, therefore, deny the same.

38. SIS and Gustov admit Ms. Chica-Rodriguez has been paid by SIS. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 38 and, therefore, deny the same.

39. SIS and Gustov are without sufficient information regarding the allegations in paragraph 39 and, therefore, deny the same.

40. SIS and Gustov are without sufficient information regarding the allegations in paragraph 40 and, therefore, deny the same.

41. SIS and Gustov are without sufficient information regarding the allegations in paragraph 41 and, therefore, deny the same.

42. SIS and Gustov are without sufficient information regarding the allegations in paragraph 42 and, therefore, deny the same.

43. SIS and Gustov are without sufficient information regarding the allegations in paragraph 43 and, therefore, deny the same.

44. SIS and Gustov are without sufficient information regarding the allegations in paragraph 44 and, therefore, deny the same.

45. SIS and Gustov are without sufficient information regarding the allegations in paragraph 45 and, therefore, deny the same.

46. SIS and Gustov are without sufficient information regarding the allegations in paragraph 46 and, therefore, deny the same.

47. SIS and Gustov are without sufficient information regarding the allegations in paragraph 47 and, therefore, deny the same.

48. Denied.

49. SIS and Gustov are without sufficient information regarding the allegations in paragraph 49 and, therefore, deny the same.

50. SIS and Gustov are without sufficient information regarding the allegations in paragraph 50 and, therefore, deny the same.

51. SIS and Gustov are without sufficient information regarding the allegations in paragraph 51 and, therefore, deny the same.

52. SIS and Gustov are without sufficient information regarding the allegations in paragraph 52 and, therefore, deny the same.

53. SIS and Gustov are without sufficient information regarding the allegations in paragraph 53 and, therefore, deny the same.

54. SIS and Gustov are without sufficient information regarding the allegations in paragraph 54 and, therefore, deny the same.

55. The allegations in paragraph 55 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

56. SIS and Gustov are without sufficient information regarding the allegations in paragraph 56 and, therefore, deny the same.

57. SIS and Gustov are without sufficient information regarding the allegations in paragraph 57, which constitute conclusions of law to which no answer is required, and, therefore, deny the same.

58. SIS and Gustov are without sufficient information regarding the allegations in paragraph 58 and, therefore, deny the same.

59. SIS and Gustov are without sufficient information regarding the allegations in paragraph 59 and, therefore, deny the same.

60. SIS and Gustov are without sufficient information regarding the allegations in paragraph 60 and, therefore, deny the same.

61. The allegations in paragraph 61 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

62. SIS and Gustov are without sufficient information regarding the allegations in paragraph 62 and, therefore, deny the same.

63. SIS and Gustov are without sufficient information regarding the allegations in paragraph 63 and, therefore, deny the same.

64. SIS and Gustov are without sufficient information regarding the allegations in paragraph 64 and, therefore, deny the same.

65. SIS and Gustov are without sufficient information regarding the allegations in paragraph 65 and, therefore, deny the same.

66. SIS and Gustov are without sufficient information regarding the allegations in paragraph 66 and, therefore, deny the same.

67. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 67 and, therefore, deny the same. The remaining allegations in paragraph 67 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

68. SIS and Gustov are without sufficient information regarding the allegations in paragraph 68 and, therefore, deny the same.

69. The allegations in paragraph 69 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same.

70. The allegations in the first sentence of paragraph 70 constitute conclusions of law to which no answer is required and, therefore, SIS and Gustov deny the same. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 70 and, therefore, deny the same.

71. SIS and Gustov are without sufficient information regarding the allegations in paragraph 71 and, therefore, deny the same.

72. SIS and Gustov are without sufficient information regarding the allegations in paragraph 72 and, therefore, deny the same.

73. SIS and Gustov are without sufficient information regarding the allegations in the first sentence of paragraph 73 and, therefore, deny the same. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 73, which constitute conclusions of law to which no answer is required, and deny the same.

74. SIS and Gustov are without sufficient information regarding the allegations in paragraph 74, which constitute conclusions of law to which no answer is required, and, therefore, deny the same.

75. SIS and Gustov are without sufficient information regarding the allegations in paragraph 75 and, therefore, deny the same.

76. The allegations in the first sentence of paragraph 76 are denied. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 76 and, therefore, deny the same.

77. Denied.

78. SIS and Gustov are without sufficient information regarding the allegations in paragraph 78 and, therefore, deny the same.

79. Denied.

80. Denied.

81. The allegations in paragraph 81 constitute conclusions of law to which no answer is required, and, therefore, SIS and Gustov deny the same.

82. In response to paragraph 82, SIS and Gustov incorporate their answers to the allegations set forth in paragraphs 1 through 81 above.

83. The allegations in paragraph 83 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 83 and, therefore, deny the same.

84. The allegations in paragraph 84 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 84 and, therefore, deny the same.

85. The allegations in paragraph 85 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 85 and, therefore, deny the same.

86. The allegations in paragraph 86 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 86 and, therefore, deny the same.

87. In response to paragraph 87, SIS and Gustov incorporate their answers to the allegations set forth in paragraphs 1 through 86 above.

88. The allegations in paragraph 88 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 88 and, therefore, deny the same.

89. The allegations in paragraph 89 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 89 and, therefore, deny the same.

90. The allegations in paragraph 90 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 90 and, therefore, deny the same.

91. In response to paragraph 91, SIS and Gustov incorporate their answers to the allegations set forth in paragraphs 1 through 90 above.

92. The allegations in paragraph 92 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 92 and, therefore, deny the same.

93. The allegations in paragraph 93 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 93 and, therefore, deny the same.

94. The allegations in paragraph 94 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 94 and, therefore, deny the same.

95. The allegations in paragraph 95 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 95 and, therefore, deny the same.

96. The allegations in paragraph 96 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 96 and, therefore, deny the same.

97. The allegations in paragraph 97 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 97 and, therefore, deny the same.

98. The allegations in paragraph 98 are denied as to SIS and Gustov. SIS and Gustov are without sufficient information regarding the remaining allegations in paragraph 98 and, therefore, deny the same.

99. SIS and Gustov deny plaintiffs are entitled to any of the relief requested in the Complaint.

100. Any allegation in the Complaint that is not expressly admitted herein is denied.

First Affirmative Defense

The Complaint fails to state a claim on which relief can be granted against SIS and Gustov for the factual and legal reasons stated in this Answer.

Second Affirmative Defense

The claims and related damages alleged in the Complaint are barred, in whole or in part, by the statute of limitations.

Third Affirmative Defense

The claims alleged in the Complaint are barred against SIS and Gustov to the extent they did not employ plaintiffs.

Fourth Affirmative Defense

Plaintiffs are barred from pursuing the claims alleged in the Complaint as a class or collective action because they were subject to different conditions of employment and are not similarly situated to each other or the class they seek to represent.

Fifth Affirmative Defense

Plaintiffs are inadequate purported representatives of some or all of the alleged individuals that they purport to represent.

Sixth Affirmative Defense

The types of claims alleged by Plaintiffs on behalf of themselves and the group of individuals which they purport to represent are matters in which individual questions predominate and, accordingly, are not appropriate for collective treatment.

Seventh Affirmative Defense

Some or all of the claims asserted in the Complaint are barred because a collective action is not superior to other available methods for the fair and efficient adjudication of this controversy.

Eighth Affirmative Defense

The claims alleged in the Complaint are barred against SIS and Gustov because any related actions they took were done in good faith with a reasonable ground for believing such conduct did not violate applicable law.

Ninth Affirmative Defense

The claims alleged in the Complaint are barred against SIS and Gustov as to all hours purportedly worked of which they lacked actual or constructive knowledge.

Tenth Affirmative Defense

The claims alleged in the Complaint are barred against SIS and Gustov to the extent the time periods for which plaintiffs claim entitlement to overtime pay fall within the *de minimis* exception.

Eleventh Affirmative Defense

The claims alleged in the Complaint for unpaid overtime are barred against SIS and Gustov to the extent plaintiffs were exempt under the Fair Labor Standards Act ("FLSA") and Maryland Wage and Hour Law ("MWHL") because of the nature of their employment or their related compensation structure.

Twelfth Affirmative Defense

The claims alleged in the Complaint are barred against SIS and Gustov to the extent they are based on purported violations of the FLSA, MWHL, or Maryland Wage Payment and Collection Law by defendants other than them.

Thirteenth Affirmative Defense

Plaintiffs' claims have failed to mitigate any damages that they may have suffered in this case.

Fourteenth Affirmative Defense

SIS and Gustov expressly reserve the right to raise and assert additional affirmative defenses as they become known.

WHEREFORE, having fully answered, SIS and Gustov respectfully request that the Complaint be dismissed with prejudice, they be awarded their attorneys' fees and costs, and such other relief as this Court may deem appropriate.

Respectfully submitted,

/s/

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and Andrey Gustov

Certificate of Service

I certify that on September 4, 2015, a true and accurate copy of the foregoing Answer was filed electronically with the Clerk of the United States District Court for the District of Maryland through the ECF system, which will send a related notice of electronic filing to:

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I certify that on September 4, 2015, a true and accurate copy of the foregoing Answer was served by first class mail, postage prepaid on:

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